

**ADDENDUM #1
TO SPEC. 05-186**

**ANNUAL REQUIREMENTS
COMMERCIAL CLEANING SERVICES
FOR THE LINCOLN CITY LIBRARIES**

Addendum #1 to Spec. 05-186 for **Annual Requirements for Cleaning Services for the Lincoln City Libraries**, bids to be opened on Wednesday, August 3, 2005 at 12:00 noon.

A non-mandatory pre-bid conference was held Tuesday, July 26, 2005 at 10:00 AM at the Bennett Martin Library. Those firms in attendance were: Kleen-Rite Building Maintenance, Darn Dependable Services, McGerr & Son's Janitorial, Schroeder Building Services, Coverall Cleaning Concepts and Hartland Cleaning Services.

Question: Who holds the current contract for cleaning services for the Libraries and what is the annual contract amount?

Response: The current contractor is X-tra Kleen and the annual contract amount is \$106,092.00. If desired, the contract is available to view by setting up an appointment with the Lincoln City Library Main Office 441-8500.

Question: Is the Living Wage a requirement for this contract and if so where is the information?

Response: The Living Wage requirements apply to service contracts that involves an expenditure equal to or greater than twenty-five (\$25,000.00). It is the responsibility of the bidder to become familiar with the Living Wage Ordinance Chapter 2.81 in its entirety. This can be found on the City's website at : <http://www.lincoln.ne.gov/city/attorn/lmc/ti02/ch281.pdf>

and <http://www.lincoln.ne.gov/city/finance/purch/lwage.htm> A copy of the ordinance is attached.

Question: How will the City evaluate the bid responses to be assured they are in compliance with the Living Wage Ordinance?

Response: All proposed contractors subject to the provisions of the Ordinance **shall submit a completed Declaration of Compliance form, signed by an authorized representative with bid proposal submitted.** The Declaration of Compliance form is attached and is a requirement of bid submittal.

Statement: Addition to Section 10 Communication and Supervision as follows:
10.7 Only authorized employees of the contractor are allowed on the premises of Lincoln City Library building facilities. Contractor's employees are not to be accompanied into their work area by acquaintances, family members, assistants, pets, or any other persons/animal unless said person is an authorized contractor employee.

Statement: Addition to Section 7.3.2 Non-compliance as follows:
7.3.2.1.2.6 Unauthorized persons/animal on location.

Statement: The Lincoln City Library is interested in an option to renew (as outlined in Section 1.5) for two additional one-year periods. Revised Bid Proposal pages shall be filled out reflecting firm prices for each year.

Statement: **Replace Bid Proposal pages** with the attached and submit.

All other terms and conditions to remain unchanged.

Dated this 28th day of July, 2005.

Purchasing Department

Mary L. Long
Assistant Purchasing Agent

Company Name _____

Bid Proposal Request Specification #05-186

ANNUAL REQUIREMENTS, COMMERCIAL CLEANING FOR THE LINCOLN CITY LIBRARIES

BIDS DUE: 12:00 NOON
DATE: Wednesday, August 3, 2005

ADDENDA RECEIPT: The receipt of the addenda to the specification number ____ through ____ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned summiteer, having full knowledge of the requirements of The City of Lincoln/Lincoln City Library Board for the above listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the Lincoln City Library Board for the consideration of the amount set forth in the following price schedule:

1. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

Annual Bid - **September 1, 2005 - August 31, 2006** - Year one (1)

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$_____	\$_____
Victor E. Anderson Branch	\$_____	\$_____
Loren Corey Eiseley Branch	\$_____	\$_____
Charles H. Gere Branch	\$_____	\$_____
Bess Dodson Walt Branch	\$_____	\$_____
Bethany Branch	\$_____	\$_____
South Branch	\$_____	\$_____
Arnold Heights Branch	\$_____	\$_____
GRAND TOTAL		\$_____

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

Company Name _____

2. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

Annual Bid - **September 1, 2006 - August 31, 2007** - Year two (2)

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$_____	\$_____
Victor E. Anderson Branch	\$_____	\$_____
Loren Corey Eiseley Branch	\$_____	\$_____
Charles H. Gere Branch	\$_____	\$_____
Bess Dodson Walt Branch	\$_____	\$_____
Bethany Branch	\$_____	\$_____
South Branch	\$_____	\$_____
Arnold Heights Branch	\$_____	\$_____
GRAND TOTAL		\$_____

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

3. Contractor's price proposal to provide annual cleaning services as specified for the period beginning:

Annual Bid - **September 1, 2007 - August 31, 2008** - Year three (3)

	Monthly Invoice	ANNUAL
Bennett Martin Public Library	\$_____	\$_____
Victor E. Anderson Branch	\$_____	\$_____
Loren Corey Eiseley Branch	\$_____	\$_____
Charles H. Gere Branch	\$_____	\$_____
Bess Dodson Walt Branch	\$_____	\$_____
Bethany Branch	\$_____	\$_____
South Branch	\$_____	\$_____
Arnold Heights Branch	\$_____	\$_____
GRAND TOTAL		\$_____

Monthly invoice column x 12 should equal annual amount, grand total is total of the annual column.

Company Name _____

4. List three commercial references below:

4.1 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

4.2 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

4.3 Company Name: _____
Address: _____
City/State/Zip: _____
Contact Name: _____
Phone Number: _____ Fax Number: _____
Approx. Annual Contract Value: \$ _____ # of sq. ft. cleaned: _____
How long have you had this account/customer: _____

4.4 List any contracts (either past or present) you have held with the City or County:

5. COMPANY BACKGROUND:

5.1 How long has your firm been performing commercial cleaning services? _____

5.2 How many full time employees does your firm have (working at least 36 hours/week)? _____

5.3 How many part time employees does your firm have? _____

5.4 Detail your arrival and departure schedule from our facilities (indicating an estimate of daily, weekly and (if appropriate) any annual hours?

**NOTE: RETURN 2 COMPLETE COPY OF BID OFFER AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 05-186**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to the City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE

ZIP CODE

(Title)

TELEPHONE NO.

(Date)

FAX NO.

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, INCLUDE WITH YOUR BID A STAMPED SELF ADDRESSED ENVELOPE.

***** **SHALL BE SUBMITTED WITH BID PROPOSAL** *****

DECLARATION OF COMPLIANCE

Living Wage Ordinance

Chapter 2.81

To the City of Lincoln:

Name of Contractor: _____

Address: _____

City/State/Zip _____

Name of City Contract: _____

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Living Wage Requirements provided to me by the City of Lincoln ("City") in connection with the Notice to Bidders or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 2.81 of the City of Lincoln City Code (the Ordinance"). If required by Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. I acknowledge and agree that the Living Wage requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
4. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that , if such a breach occurs, the City will be authorized to terminate the contract, an pursue all available legal and equitable remedies.
5. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
6. I will defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the City's Living Wage requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

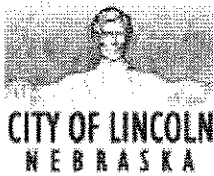
I declare under penalty of perjury under the laws of the State of Nebraska that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date_____

Print Name

Title

**City of Lincoln
Purchasing****LIVING WAGE**

The submitters agree to pay all employees employed in the performance of this contract a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Code. This wage is subject to change up or down every July.

LIVING WAGE RATES

Period	Annual Rate for Four-Person Family	Hourly Rate with Health Benefits	Hourly Rate without Health Benefits
07/01/2004 to 06/30/2005	\$18,850	\$9.06	\$9.97
7/1/2005 to 6/30/2006	\$19,350	\$9.30	\$10.23

Chapter 2.81

LINCOLN LIVING WAGE ORDINANCE

Sections:

- 2.81.010 Purpose and Title.**
- 2.81.020 Definitions.**
- 2.81.030 Base Wage Rate.**
- 2.81.040 Duration of Requirements.**
- 2.81.050 Notifying Employees of their Potential Right to the Federal Earned Income Credit.**
- 2.81.060 Contract Review Process and City Reporting and Record Keeping.**
- 2.81.070 Noncompliance Review and Appeal.**
- 2.81.080 Waivers.**
- 2.81.090 Exemptions.**
- 2.81.100 RFP and Contract Language.**
- 2.81.110 Obligations of Contractors.**
- 2.81.120 Retaliation and Discrimination Barred.**
- 2.81.130 Monitoring, Investigation and Compliance.**
- 2.81.140 Employee Complaint Process.**
- 2.81.150 Superseding by Collective Bargaining Agreement.**
- 2.81.160 Expenditures Covered by this Article.**
- 2.81.170 Implementing Regulations.**
- 2.81.180 Applicability of Ordinance.**
- 2.81.190 Severability.**

2.81.010 Purpose and Title.

- (a) This Chapter shall be known as the "Lincoln Living Wage Ordinance."
 - (b) The City of Lincoln employs many individuals and awards many contracts to private firms to provide services to the public and to City Government. Such expenditures of public money are intended to serve a public purpose by creating good paying jobs, expanding the City's economic base, promoting economic security for all citizens, and providing public services. Such public expenditures should be spent only with deliberate purpose to promote the creation of jobs that allow citizens to support themselves and their families. Sub-poverty level wages do not serve the public purpose and place an undue burden on taxpayers and the community which must further subsidize employers who pay sub-poverty wages by providing their employees health care, housing, nutrition, energy assistance, and other government provided services.
 - (c) The City therefore has a responsibility when spending public money to set a community standard that permits workers employed through such public funding to live above at least the federal poverty guideline, and to move towards living wage employment.
- The City finds that it is within its discretion to set a Base Wage Rate for specified employees in furtherance of a legitimate public purpose and to define the term responsible bidder for purposes of the Lincoln City Charter and Nebraska law.

(d) It is the intent of this ordinance to legislate minimum wages and health benefits of individuals that perform pursuant to a contract with the City as opposed to all employees of a party who has contracted with the City. (Ord. 18308 §1; March 1, 2004).

2.81.020 Definitions.

For the purpose of this chapter the following definitions shall apply:

Agency shall mean that subordinate or component entity or person of the City (such as a department, office, or agency) that is responsible for solicitation of proposals or bids and responsible for the administration of service contracts or financial assistance agreements.

City shall mean the City of Lincoln and all City agencies, departments and offices.

Contractor shall mean any person that enters into a service contract with the City in an amount equal to or greater than \$25,000.

Employee shall mean any person who is employed (1) as an employee of the City of Lincoln; or (2) as an employee of a contractor or subcontractor under the authority of one or more service contracts and who expends any of his or her time on the service contract. Any person who is a managerial, supervisory or confidential employee is not an employee for purposes of this definition. Any person who is a temporary, seasonal, or regular part-time employee working less than thirty hours per week is not an employee for purposes of this definition.

Employer shall mean any person who is a contractor or subcontractor of the City of Lincoln.

Person shall mean any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

Service contract shall mean a contract let to a contractor by the City for the furnishing of services, to or for the City that involves an expenditure equal to or greater than twenty-five thousand dollars (\$25,000), except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purpose of this definition.

Subcontractor shall mean any person who enters into a contract with a contractor to assist the contractor in performing a service contract.

Trainee shall mean a person enrolled in a job training or job readiness program conducted by an organization whose primary mission is to provide such services. (Ord. 18308 §2; March 1, 2004).

2.81.030 Base Wage Rate.

(a) **Base Wage Rate.** Employers shall pay employees a Base Wage Rate to each employee of no less than the hourly rates set under the authority of this Ordinance. The initial rate shall be an hourly wage of at least 110% of the federal poverty guideline for a family of four for the contract or other city financial assistance. The hourly wage shall be adjusted on July 1 of each year subsequent to the issuance of annual updates of the federal poverty guideline by the United States Department of Commerce, Bureau of the Census. Hourly wages shall be based on a forty-hour work week and a fifty-two week year. Employers that provide their employees basic health insurance benefits, as defined in Section 2.81.030(b), shall pay an initial hourly rate of at least 100% of the federal poverty level for a family of four.

(b) **Basic Health Insurance Benefits.** Basic health insurance benefits required by this Ordinance to qualify for the wage rate in Section 2.81.030(a) for employees with such benefits shall be defined as the payment of at least one dollar and twenty-five cents (\$1.25) per hour towards the

provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted by the City to qualify for the wage rate in 2.81.030(a) for employees with health benefits. (Ord. 18308 §3; March 1, 2004).

2.81.040 Duration of Requirements.

A service contractor and subcontractor shall be required to comply with this Ordinance for the term of the contract. (Ord. 18308 §4; March 1, 2004).

2.81.050 Notifying Employees of their Potential Right to the Federal Earned Income Credit.

Employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit ("EIC") under §32 of the Internal Revenue Code of 1954, 26 U.S.C. §32, and shall make available to employees forms from the federal government informing them about the EIC and forms from the federal government required to secure advance EIC payments. These forms shall be provided to the eligible employees in English, Spanish and other languages spoken by twenty-five percent (25%) of the employees within thirty days of employment under the terms of this Ordinance and as required by the Internal Revenue Code. (Ord. 18308 §5; March 1, 2004).

2.81.060 Contract Review Process and City Reporting and Record Keeping.

(a) The Finance Department shall promulgate rules and regulations subject to review and adoption by the City Council for the preparation of bid specifications, contracts and preparations for contract negotiations subject to this Ordinance.

(b) The Finance Department shall submit periodic reports to the City Council which shall include the following information:

(1) A listing and the status of all requests for proposals, service contracts and lease agreements executed and to which this Ordinance applies including the term, dollar amount and the service performed or assistance provided;

(2) A description of every instance where an exemption or waiver was granted by action of the City Council.

(c) The Finance Department shall develop an administrative procedure and appeal process subject to review and adoption by the City Council for determining compliance with this Ordinance.

(1) Such an appeal process shall be available to every bidder, proposer or applicant who has been deemed noncompliant with this Ordinance, or who disputes the determination of applicability of this Ordinance to its business operation which will be involved in the proposed contract. A contract shall not be executed until there is resolution of the relevant appeal.

(2) Appeals shall be filed with the Finance Department within twenty-one calendar days of the date of the notice of the City's written determination of noncompliance and reasons therefor, or written determination of the applicability of this Ordinance.

(3) The Finance Department shall maintain records pertaining to all complaints, hearings, determinations and findings, and shall submit a regular report on compliance with this Ordinance no less than annually to the City Council. Special reports and recommendations on significant issues of interest to the Council will be submitted as deemed appropriate. (Ord. 18308 §6; March 1, 2004).

2.81.070 Noncompliance Review and Appeal.

Contractors and subcontractors who fail to submit documents, declarations or information required to demonstrate compliance with this Ordinance shall be deemed nonresponsive and subject to disqualification. (Ord. 18308 §7; March 1, 2004).

2.81.080 Waivers.

(a) A contractor who contends it is unable to pay all or part of the hourly wage rate required by Section 2.81.030 must provide a detailed explanation in writing to the Finance Department which may recommend a waiver to the City Council. The explanation must set forth the reasons for its inability to comply with the provisions of this Ordinance, including a complete cost accounting for the proposed work to be performed with the contract or financial assistance sought, including wages and benefits to be paid all employees, as well as an itemization of the wage and benefits paid to the five highest paid individuals employed by the contractor. The contractor must also demonstrate that the waiver will further the interests of the City in creating training positions which will enable employees to advance into permanent living wage jobs or better and will not be used to replace or displace existing positions or employees or to lower the wages of current employees.

(b) The City Council will grant a waiver only upon finding and determining that the contractor has demonstrated economic hardship and that a waiver will further the interests of the City in providing training positions which will enable employees to advance into permanent jobs that pay self-sufficient living wages or better. However, no waiver will be granted if the effect of the waiver is to replace or displace existing positions or employees or to lower the wages of current employees.

(c) Waivers from the Ordinance are disfavored, and will be granted only where the balance of competing interests weighs clearly in favor of granting the waiver. If waivers are to be granted, partial waivers are favored over blanket waivers. Moreover, any waiver shall be granted for no more than one year. At the end of the year the contractor may reapply for a new waiver which may be granted subject to the same criteria for granting the initial waiver.

(d) The City Council reserves the right to waive the requirements of this Ordinance upon a finding and determination of the City Council that waiver is in the best interests of the City, e.g. when the City has declared an emergency due to natural disasters and needs immediate services. (Ord. 18308 §8; March 1, 2004).

2.81.090 Exemptions.

(a) An employer shall be exempted from application of this article if (1) it employs fewer than ten employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year; or (2) it obtains a waiver as provided herein.

(b) A trainee shall be exempted for the period of training in a job readiness or job training program whose primary purpose is to provide such services and for which the financial assistance is intended to support.

(c) An employee shall be exempted when he or she is under twenty-one years of age and employed by the City of Lincoln for after school or summer employment, or as a trainee for a period not longer than ninety days.

(d) Projects, employment, goods or services pursuant to tax increment financing.

(e) Any interlocal, bid, or joint contract involving the City.

(f) Any service contract which primarily benefits or involves physically or mentally disabled individuals or senior citizens (over 65 years of age). (Ord. 18308 §9; March 1, 2004).

2.81.100 RFP and Contract Language.

All requests for proposals and City contracts and financial assistance agreements subject to this Ordinance shall contain the following two paragraphs or substantially equivalent language:

(a) This contract is subject to the Living Wage Ordinance of the Lincoln Municipal Code. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers (as defined) under service contracts shall provide payment of a minimum living wage to employees. Such rate shall be adjusted annually pursuant to the terms of the Lincoln Living Wage Ordinance of the Lincoln Municipal Code.

(b) Under the provisions of the Lincoln Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of the Ordinance. (Ord. 18308 §10; March 1, 2004).

2.81.110 Obligations of Contractors.

(a) All proposed contractors subject to the provisions of this Ordinance shall submit a completed Declaration of Compliance form, signed by an authorized representative, along with each proposal. The completed Declaration of Compliance form certifying compliance with this article shall be made a part of the executed contract.

(b) Contractors shall require their subcontractors and tenants/leaseholders to comply with the provisions of this Ordinance. Language indicating the subcontractor's agreement to comply shall be included in the contract between the contractor and subcontractor.

(c) Contractors and subcontractors shall maintain payrolls for all employees and basic records relating thereto and shall preserve them for a period for three years after termination of their contracts.

(d) Contractors and subcontractors shall give written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of this Ordinance. The notification shall be provided in English, Spanish and other languages spoken by twenty-five percent (25%) of the employees, and shall be posted prominently in communal areas at the work site. The City shall provide basic notices for this purpose, which must include the following:

(1) Minimum compensation – The initial living wage rates of \$_____ per hour with health benefits or \$_____ per hour without health benefits will be adjusted annually to correspond to adjustments, if any. The living wage shall be upwardly adjusted each year no later than July 1 in proportion to the increase in the federal poverty guideline calculated by the United States Department of Commerce applicable to the City of Lincoln.

(2) Health benefits – Proof of the provision of such benefits shall be submitted to the City not later than 30 days after execution of the contract or receipt of city financial assistance to qualify for the wage rate in Section 2.81.030. Health benefits shall be provided to part-time employees as well as full-time employees.

(3) Federal Earned Income Credit (EIC) – Forms to inform employees of their possible right to EIC and forms to secure advance EIC payments from the federal government shall be provided to the eligible employees in English, Spanish and other languages spoken by twenty-five percent (25%) of the employees within thirty days of employment under the subject agreement.

(4) Notice that the employers are required to file a Declaration of Compliance form as part of the contract with the City and that the City will make said declarations available for public inspection and copying during its regular business hours.

(e) Contractors and subcontractors shall permit access to work sites and relevant payroll records for authorized City representatives for the purpose of monitoring compliance with this Ordinance, investigating employee complaints of non-compliance and evaluating the operation and effects of this Ordinance, including the production for inspection of payroll records for any or all of its employees for the term of the contract, or for five years, whichever period of compliance is applicable. (Ord. 18308 §11; March 1, 2004).

2.81.120 Retaliation and Discrimination Barred.

Contractors and subcontractors shall not discharge, reduce the compensation of or otherwise discriminate against any employee for making a complaint to the City, participating in any of its proceedings, using any civil remedies to enforce his or her rights, or otherwise asserting his or her rights under this Ordinance. (Ord. 18308 §12; March 1, 2004).

2.81.130 Monitoring, Investigation and Compliance.

The provisions of this Ordinance will augment the City's normal and customary procedure for administering its contracts and financial assistance. The City shall administer the requirements of this Ordinance as follows:

(a) The Finance Department shall develop rules and regulations to review contract documents to insure that relevant language and information are included in City agreements and other relevant documents.

(b) The Finance Department, subject to the review and approval of the City Council, shall develop rules and regulations for the monitoring of the operations of the contractors and subcontractors to insure compliance including the review, investigation and resolution of specific concerns or complaints about the employment practices of a contractor or subcontractor relative to this Ordinance. In such cases, the City will attempt to resolve the problem within thirty days.

(c) Where a violation of any provision of this Ordinance has been determined, the contractor or subcontractor will be given a written notice by the City per the rules and regulations. Should the violation continue and/or no resolution is imminent, the City shall pursue all available legal remedies, including but not limited to any or all of the following penalties and relief:

- (1) Suspension and/or termination of the contract or subcontract for cause;
- (2) Restitution of any or all of the contract awarded by the City;
- (3) Deem the contractor or subcontractor ineligible for future City contracts and/or financial assistance until all penalties and restitution have been paid in full;
- (4) A fine in the sum of \$500 for each week for each employee found not to have been paid in accordance with this Ordinance;
- (5) Wage restitution for each affected employee. (Ord. 18308 §13; March 1, 2004).

2.81.140 Employee Complaint Process.

An employee who alleges violation of any provision of this Ordinance may report such acts to the City and, at the employee's discretion, exhaust available employer internal remedies. The complaint to the City shall be handled as follows:

(a) The employee shall submit to the City a completed complaint form and copies of all documents supporting the allegation. The City shall provide the complaint forms in English and Spanish.

(b) The City shall notify the agency and the employer of the complaint and seek resolution within twenty-one days from receipt of the complaint form. If resolution is not accomplished, the City shall initiate an investigation and seek legal remedies, if appropriate.

(c) An employee claiming retaliation (such as, termination, reduction in wages or benefits or adverse changes in working conditions) for alleging non-compliance with this Ordinance may report the alleged retaliation in the same manner as the initial complaint.

(d) The complainant's or witness' identity will not be divulged to the employer without the individual employee's written consent. (Ord. 18308 §14; March 1, 2004).

2.81.150 Superseding by Collective Bargaining Agreement.

All of the provisions of this Ordinance, or any part hereof, may be waived in a bona fide collective bargaining agreement, but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. (Ord. 18308 §15; March 1, 2004).

2.81.160 Expenditures Covered by this Article.

This Ordinance shall apply to expenditures entirely within the City's control, and to other funds, such as federal or state grant funds, where the application of this Ordinance is consonant with the laws authorizing the City to expend such other funds. (Ord. 18308 §16; March 1, 2004).

2.81.170 Implementing Regulations.

All implementing rules, regulations, and procedures promulgated by the Finance Department shall be presented to the City Council for approval within sixty (60) days of adoption of this Ordinance. (Ord. 18308 §17; March 1, 2004).

2.81.180 Applicability of Ordinance.

With respect to contracts, the provisions of this Ordinance shall apply to (a) a contract entered into and financial assistance provided after the effective date of this Ordinance; and (b) a contract amendment consummated after the effective date of this Ordinance which itself meets the financial threshold requirement of this Ordinance. Contracts let through a bid process begun by the City prior to the effective date of this Ordinance are exempt. (Ord. 18308 §18; March 1, 2004).

2.81.190 Severability.

In the event that any provision of this Ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof. (Ord. 18308 §19; March 1, 2004).